



Vertical Horizons One, Inc.

**AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE**

**FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT AND SOFTWARE FSC GROUP 70**

*Information Technology Professional Services*

**Special Item No. 132-32 - TERM SOFTWARE LICENSES**

**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

Large Scale Computers - Operating System Software - Application Software - Electronic Commerce (EC) Software - Utility Software

Microcomputers - Operating System Software - Application Software - Electronic Commerce (EC) Software - Utility Software

**Special Item No. 132-34 – MAINTENANCE**

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software, and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services, which are not connected, nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances, the services must be performed publisher or OEM.

**Vertical Horizons One, Inc.**

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<http://www.VHOne.net>

**Contract Number: GS-35F-0395N**

**Period Covered by Contract: March 1, 2003 - February 28, 2013**

**General Services Administration  
Federal Supply Service**

**Pricelist Current through Modification PS-0007 12/13/2008**

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist is also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing Federal Acquisition Services' Home Page via the Internet at <http://www.gsaadvantage.gov> .

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## INFORMATION FOR ORDERING ACTIVITIES

### APPLICABLE TO ALL SPECIAL ITEM NUMBERS

#### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals. For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination. For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

#### **4. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

#### **CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION: Ordering Information:**

##### For Mailed Orders:

David Tibbs, Director of Contracts  
Vertical Horizons One, Inc.  
855 Sharon Valley Road, Suite 101  
Newark, Ohio 43055-2860

##### For Facsimile Orders:

##### For e-Mail Orders:

[cta@ee.net](mailto:cta@ee.net)

To e-Mail RFQs: [cta@ee.net](mailto:cta@ee.net) & [ceo@vhone.net](mailto:ceo@vhone.net)

##### Payment via Check/U.S. Mail:

Vertical Horizons One, Inc.  
c/o Accounts Receivables  
855 Sharon Valley Rd, Suite 101  
Newark, OH 43055-2860

##### For Payment via ACH/Wire:

Fifth Third Bank of Columbus  
1235 North 21<sup>st</sup> Street, Newark, OH 43055  
Vertical Horizons One, Inc. CAGE: 1YVT1

Contractors are required to accept the Government purchase card for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Government purchase cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

**Technical and Ordering Assistance:**

Please contact the following individual to obtain technical and/or ordering assistance.

David A. Tibbs, Contracts Administrator  
Phone: 740.366.9013  
Facsimile: 740.366.5230  
E-mail: [ceo@vhone.net](mailto:ceo@vhone.net) & [cta@ee.net](mailto:cta@ee.net)

On The Web: <http://www.vhone.net>

**5. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**6. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

Block 9: Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **05-971-5677**

Block 30: Type of Contractor - "A" **"Small Disadvantaged Service Disabled Veteran Business ---**

**SBA 8(A) Certified Small Business – Certification Number: 108919"**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **31-1797173**

**8. CAGE Code: 1YVT1**

**9. Vertical Horizons One** *has registered* with the Central Contractor Registration Database

**10. FOB Destination****11. DELIVERY SCHEDULE**

**TIME OF DELIVERY.** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below: SPECIAL ITEMS NUMBER

DELIVERY TIME

⇒ 132-32

⇒ 132-32 in 5 to 7 days

⇒ 132-34

⇒ 132-34 in 5 to 7 days

**EXPEDITED DELIVERY TIMES.** For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when **expedited delivery** is requested.

**ITEMS OR GROUPS OF ITEMS EXPEDITED  
DELIVERY TIME (SIN or Nomenclature)****EXPEDITED DELIVERY TIME  
(HOURS/DAYS ARO)**

132-32  
132-34

123-32 3 to 5 days

132-34 3 to 5 days

- a. **OVERNIGHT AND 2-DAY DELIVERY TIMES.** Schedule customers may require overnight or 2-day delivery. The offeror is requested to annotate in its Price List or by separate attachment the items that can be delivered overnight or within 2 days. Contractors offering such delivery service will be required to state in the FSS Price List details concerning this service. (Only on Term Software).
- b. **URGENT REQUIREMENTS.** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**12. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. **Prompt Payment:** 1% Net 20 days from receipt of invoice or date of acceptance, whichever is later.
- b. **Government Educational Institutions:** Receive the same discount as the Federal Government.
- c. **Quality/Volume:** 2.5% for Two or More Units

**13. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**14. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** None

**15. SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is **\$100**.

**16. MAXIMUM ORDER:** (All dollar amounts are exclusive of any discount for prompt payment.) a. **132-32** Term Software Licenses & **132-34** Maintenance of Software. The maximum dollar value per order for all SIN(s) will be **\$500,000.00**.

**17. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

**USE OF FEDERAL ACQUISITION SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.** [NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-32 and 132-34; refer to the terms and conditions for those SINs.]

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work. In withstanding with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative

(considering price, special features, administrative costs, etc.) to meet the Government's needs.

b.1 Orders placed at or below the micro-purchase threshold. Ordering offices can place orders at or below the micro-purchase threshold with any Federal Acquisition Schedule Contractor.

b.2 Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) Probable life of the item selected as compared with that of a comparable item;

(4) Warranty considerations;

(5) Maintenance availability;

(6) Past performance; and

(7) Environmental and energy efficiency considerations.

a. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

Review additional Schedule Contractors'

(1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

b. Blanket Purchase Agreements (BPAs). The establishment of Federal Acquisition Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts,

and delivery locations and times.

- c. **Price Reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- d. **Small Business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- e. **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

## **18. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.

### **18.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**18.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

## **19. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003) FSS A/L FC 01-5**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security



clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**20. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:** Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

**21. GSA Advantage!** GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! Will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer; (2) Manufacturer's Part Number; and (3) Product categories. Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov> .

**22. PURCHASE OF OPEN MARKET ITEMS:** For administrative convenience, open market (non-contract) items may be added to a Federal Acquisition Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open

market (non contract) items.

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **23. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;

- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **24. OVERSEAS ACTIVITIES** The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

### **a. International**

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **25. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is

expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s). Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

- 26. CONTRACTOR TEAM ARRANGEMENTS** Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

- 27. INSTALLATION, DEINSTALLATION, REINSTALLATION** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating); of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-32 and SIN 132-34.

- 28. SECTION 508 COMPLIANCE** If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following company website: [www.VHOne.net](http://www.VHOne.net) . The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**29. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**30. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**31. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>

**32. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. OEM Warranty: One (1) Year.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number at (858) 458-2940 for the purpose of providing user assistance and guidance in the implementation

of the software. The technical support number is available from 05:00AM to 17:00PM Pacific Time (PST) Monday Thru Friday CONUS.

**SPECIAL NOTE:** Please go to: <http://www.MyWebsense.com> for OEM details and assistance.

#### **4. SOFTWARE MAINTENANCE**

a. Software maintenance as it is defined: As PRODUCT:

##### **1. Software Maintenance as a Product**

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

#### **5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

#### **6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

**SPECIAL NOTE:** No Allowance for conversion (TERM LICENSE ONLY)

#### **7. UTILIZATION LIMITATIONS - (132-32 AND 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering

activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b (2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **8. SOFTWARE CONVERSIONS - (132-32)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits, which may be applied towards the perpetual license price of the new version. (TERM LICENSE ONLY)

#### **9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation, which are offered.

#### **10. RIGHT-TO-COPY PRICING**

SPECIAL NOTE: None Exist for discounted pricing for right-to-copy licenses.



Continually Building on a strong, successful history of developing & delivering Government procurement solutions of advanced management tools and information technology systems.

**Vertical Horizons One, Inc. (VHO) GS-35F-0395N** is leading the way in delivering effective Internet-based Security Solutions. Our eGovernment resume includes:

- Building and managing solutions for Government, Military and Banking Internet and intranet Web sites and portals, VHO has provided it's Hardware & Software to the Intelligence Community, DoD and Civilian Government Agencies.
- VHO's Experts in the Fields of Research and Development in the Physical, Engineering, and Life Sciences are influencing and leading the Transformation of the United States Army under the Mandates of the 2005 BRAC. These milestones are being delivered by using high-technology tools and Management Expertise.
- Developing secure Web-based applications that solve strategic business challenges across the enterprise.
- Linking legacy systems with new eGovernment solutions.
- Integrating the latest hardware and software tools and technologies to provide complete end-to-end solutions.

PLEASE: Take a closer look at the following Proven VHO Technology Solutions and the list of products and services that we believe highly in, and we believe you will agree that:



## *eGovernment Starts Here.*

### Standard VHO eGovernment Solutions

#### 1. Authorized Value Added Reseller (VAR) for:

Websense Enterprise



#### Who we are...

Founded in 2001, and headquartered in Newark, Ohio. Vertical Horizons One, Inc. (VHO) a full service research and development firm with a highly dedicated Information Technology (IT) professional services division specializing in the development and analysis of IT solutions using various high-profile software & hardware systems for government and commercial clients. VHO has on staff of more than 50 Information Technology (IT) professionals who are eager to support you. We are Teamed with a number of high volume first-tier distributors of information technology solutions, including (Ingram Micro, Inc., Softmart, Inc., and Verizon Federal).

VHO offers the Government Customer:

**"The Very Best Value and Maximum Return for their IT Investment."**

Helping Government unleash the power of the Internet



When it comes to interactive Government solutions, VHO is at the forefront with Cutting Frontline Technologies. Our proven eGovernment systems are ready to assist Federal; DoD and State agencies substantially increase productivity, improve efficiency, lower costs, and enhance services to citizens.

### Blending functional expertise, technology, and service

Building successful eGovernment solutions for our customers is a direct result of our ability to blend our core competencies:

- **Enterprise Business Solutions.** We understand the unique challenges faced by the public sector and have developed the functional experience needed to develop powerful, on-target solutions. We specialize in the development and integration of High Speed Super Computing technology, High Performance Computing (HPC); Internet Content Filtering, Evolutionary Operating Systems, and Administrative Systems.
- **Enabling Technologies.** VHO IT professionals have proven expertise in leading edge, multi-platform, enabling technologies including Web development, Database Management, Imaging, Workflow, Knowledge Management, HPC, and Legacy System Integration.
- **IT Infrastructure Integration and Management.** Through our comprehensive systems lifecycle approach, VHO provides complete and ongoing administration and support to our customers for Desktop Architecture Integration, Data Compilations, Specialized Middleware and Gateways, *COTS Integration*, Technology Assessment, and Standards.

## WEBSense, Inc.

### Government institutions continue turning to Websense Enterprise employee Internet management (EIM) software to manage Web access for U.S. soldiers, civilians and government workers

**nationwide.** Public agencies continue to choose Websense Enterprise because of the software's ability to integrate with a variety of enterprise-level Internet appliances, as well as its robust Master Database comprised of more than 800 million categorized Web pages. *In fact, Websense Enterprise software is used in more than 360 government organizations, including the Department of Veteran Affairs, Federal Aviation Administration and the entire U.S. Army.* Agencies battling the proliferation of spyware on employee desktops now have a new weapon at their disposal. Websense Inc. (NASDAQ: WBSN) today announced the launch of a new database category that blocks spyware programs from sending potentially sensitive data back to marketer servers. The category, which included in the Websense Premium Group III (PG III) database, helps IT managers prevent spyware from compromising corporate data security and draining valuable corporate bandwidth. Spyware - such as Gator, BonziBUDDY and others - works by collecting Web surfing patterns, keystrokes and other information from employee computers, usually for advertising purposes. This information, once gathered, is sent via back-channel Internet connections to Web servers, where it can be used for market research or worse. In some cases, spyware secretly installs itself onto desktops without permission and performs other activities hidden to the user.

**The Gramm-Leach-Bliley Act (GLBA)** became **Public Law 106-102** when it was signed into law by **President Clinton** in **1999**. The GLBA dictates how financial institutions are to manage and protect personal consumer information and applies to all companies that offer financial products or services, such as loans, financial or investment advice, or insurance to individuals.

**Sarbanes-Oxley Act [ SOX ]** became **Public Law 107-204** when it was signed into law by President **Bush** in 2002. The Act covers a wide range of issues, many covering the types of trade that are allowed within a company, with an emphasis on ensuring the **integrity** of the company and its officers. Some **key provisions** are:

- The Chief Executive Officer (CEO) and Chief Financial Officer (CFO) must personally certify that financial reports are accurate and complete. They must also assess and report on the effectiveness of internal controls around financial reporting.
- **All communications** must be *archived and transparent*, and **auditable systems** must be *created for recording transactions and business correspondence*.



### Step 1: Understand threats

**Websense software and services** help companies identify potential problem areas by using **monitoring and reporting tools** that offer *real-time and historical views* of company risks related to employee web activities.

Websense solution gives management insight into how employees are using their computers – the applications they are running, attempts to perform unauthorized transactions, websites they are visiting, etc. Administrators can drill down on reports of network usage by **protocol signature, username, user group, and by destination IP or hostname**.

### Step 2: Control the flow of information

Using **Websense software and services**, companies set appropriate application use policies for *any combination of users, groups of users, workstations, or networks*. One key feature also restricts application use by **"white list" only** approved applications. This feature ensures that only approved applications are allowed to run; applications that are unknown, known to be malicious, or unclassified (*like mass-mailing worms*) are prevented from launching entirely. The approved list can be created automatically through a software inventory process and can be updated on a scheduled basis. With Websense software, companies and agencies can control the use of unsafe applications like **instant messaging (IM), peer-to-peer (P2P), hacking tools, and the like**. Once the policies are in place, even employees who are running their laptops *remotely* will not be able to launch restricted applications.

In addition, since employees should not be allowed to circumvent the corporate email system, **managing the appropriate protocols can prevent proprietary information from being distributed** via other methods such as IM. Because proprietary information can easily be sent to or accessed by unauthorized individuals via IM, companies may choose to allow its use but **prohibit the use of file transfers** using IM. If the company chooses to deny use of certain applications altogether (IM, P2P, and chatting, for example), **Websense software** will also block access to the websites from which these client applications are downloaded. **Websense software** can also prevent employees from accessing sites **infected with malicious code or those identified with phishing or other hazards**.

### Step 3: Report results

The same tools used to identify potential threats can be used on an ongoing basis to report results back to management. New web-based threats such as *spyware, keylogging applications, and internet-borne viruses* are particularly worrisome for the insurance and financial services industries. These **malware applications** may be inadvertently installed by employees and can go undetected for extended periods of time, resulting in a continuous, long-term outflow of confidential customer, personal, or organizational data to unknown third parties. By using **Websense software and services**, companies can protect proprietary information and ensure compliance with these important GLBA provisions.

### Restrict access to the company network

With **Websense software and services**, companies can define the applications that are allowed to access the network and the ports by which they can access it. Websense restricts network access to only authorized categories of programs, denying access to unknown or unauthorized programs.

Protect the security of customer records and customers' nonpublic information. The **first step** toward compliance in this area is to understand clearly the threats a company is facing. The **next step** is to control the flow of information into and out of the organization. The **final step** is to report information back to company management so that corrective action can be taken as needed.

**\*\*GSA Prices GS-35F-0395N\*\***

## **Websense Products** - from Vertical Horizons One, Inc.

### **Websense Enterprise™ V7.0 with Websense Reporter V7.X**

| #Users            | Part Number          | GSA Price    |
|-------------------|----------------------|--------------|
| <b>50</b>         | WS-PPP-OS-50-GV-12   | \$ 1,359.95  |
| <b>100</b>        | WS-PPP-OS-100-GV-12  | \$ 2,258.95  |
| <b>250</b>        | WS-PPP-OS-250-GV-12  | \$ 4,449.45  |
| <b>500</b>        | WS-PPP-OS-500-GV-12  | \$ 6,798.20  |
| <b>800</b>        | WS-PPP-OS-800-GV-12  | \$ 10,398.73 |
| <b>1000</b>       | WS-PPP-OS-1000-GV-12 | \$ 14,820.00 |
| <b>1001-2500</b>  | WS-PPP-OS-1001-GV-12 | \$ 13.26     |
| <b>2501-5000</b>  | WS-PPP-OS-2501-GV-12 | \$ 12.48     |
| <b>5001-10000</b> | WS-PPP-OS-5001-GV-12 | \$ 11.31     |

**For subscriptions over 10,000 seats, call your Vertical Horizons One Sales Contact @ (740) 366-9013**

### **Websense Premium Support -Web 24 X 7 TECH SUPPORT**

12 Month Licenses

| #Users             | Part #                      | GSA Price         |
|--------------------|-----------------------------|-------------------|
| <b>50 to 1000</b>  | TS7-PPP-OS-50-2-399-GV-12   | \$ 3,000.00       |
| <b>1001 to (+)</b> | TS7-PPP-OS-400-2-2500-GV-12 | 15% of total MSRP |

Note: AVAILABLE UPON DEMAND

WS Premium Support - Web 24x7 in 12 months Subscription - Must be sold in 100 user increments.

**Websense Web Security Suite™ (SS); Websense Client Policy Manager™ (CPM); Websense Security Filtering™ (PG3); Websense Remote Filtering™ (RMF); Web Security Gateway™ (WSG); Content Gateway™; Express™; Hosted Web Security™; E-mail Security™; Hosted E-Mail Security™; Data Security Suite™** : Must be sold with Websense Enterprise or as an add-on to an existing Websense subscription.

**SPECIAL Note:** Websense Premium Support – Web™ {24x7 Technical Support} is a flat rate of \$3,000.00 up to 1,000 users and then for over 1K is equal to Fifteen (15%) Percent of the Manufacture's List Price per Purchased Modules. **Websense Mission Critical Support™** is recommended by the OEM and available to Customers for user (Seat) counts of 10,000 users or More user (Seat) count(s) is equal to 15% of total MSRP.

## **ORDERING REFERENCE INFORMATION**

**NOTE: for 1000+ users, SPECIFY USER QUANTITY – exact number of “SEAT” count - in increments of 100 users**

**NOTE: PPP = PLATFORM that Websense is using, SPECIFY: OS = Operating System, SPECIFY:**

**FW1** = Check Point Firewall 1

**NTX** = Microsoft NT

**PIX** = Cisco Pix

**SOL** = Solaris

**CCE** = Cisco Cache Engine

**NNE** = Proprietary

**MSP** = Microsoft Proxy

**LNK** = Linux

**CYB** = CyberGuard

**VOL** = Volera Excelerator

**NTS** = NetScreen

**SRV** = ServGate

**SWL** = Sonicwall

**NTS** = NetScreen

**NSP** = Netscape Proxy Server

**LSP** = Lightspeed Systems IP Magic

**CFL** = CacheFlow

**INK** = Inktomi Traffic Server

**ISA** = Microsoft ISA Server

**NTC** = Network Appliance NetCache

**MIM** = iMimic DataReactor

**STR** = Stratacache

**MULTI YEAR DISCOUNTS:**

15% off two years ( Part Number ends with " - 24 " )

20% off three years ( Part Number end with " - 36 " )

Discount Subject: NOT AVAILABLE on Platinum Support or Priority One 24x7 TECH SUPPORT

**For subscriptions over 10,000 users:** Call your VHO representative @ (740) 366-9013 or email:  
[cta@ee.net](mailto:cta@ee.net) -&- [ceo@vhone.net](mailto:ceo@vhone.net)

**Websense Web Security Suite™ ; Websense Client Policy Manager™; Websense Security Filtering™ ; Websense Remote Filtering™ :** Must be sold with Websense Enterprise or as an add-on to an existing Websense subscription.

**Customers with multiple office locations:** A separate key must be purchased for each location.

**Upgrades or Changes to existing Subscriptions:** Call your VHO sales contact. @ (740) 366-9013

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

## **PREAMBLE**

Vertical Horizons One, Inc., provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged, women-owned small, HUBZone small, and veteran-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

## **COMMITMENT**

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged, women-owned small, HUBZone small, and veteran-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged, women-owned small, HUBZone small, and veteran-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, women-owned small, HUBZone small, and veteran-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged, women-owned small, HUBZone small, and veteran-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities, please contact:

Mr. Clark Tibbs, Vertical Horizons One, Inc., Lead IT Consultant,

855 Sharon Valley Road, Suite 101, Newark, OH 43055-2860 Tel: (740) 366-9013

E-mail: [cta@ee.net](mailto:cta@ee.net) & [ceo@vhone.net](mailto:ceo@vhone.net)

## **BEST VALUE BLANKET PURCHASE AGREEMENT**

## FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act \_\_\_\_ (Agency) \_\_\_\_ and \_\_\_\_ (Contractor) \_\_\_\_ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 9.6.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply contract number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\*SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Delivery:

DESTINATION DELIVERY

SCHEDULE/DATES

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.
4. This BPA does not obligate any funds.
5. This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.
6. The following office(s) is hereby authorized to place orders under this BPA:

OFFICE:

POINT OF CONTACT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper.
8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
  - a. Name of Contractor;
  - b. Contract Number;
  - c. BPA Number;
  - d. Model number or National Stock Number (NSN);
  - e. Purchase Order Number;
  - f. Date of Purchase;
  - g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - h. Date of Shipment.
9. The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
10. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING  
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirement.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to the terms and conditions of the Federal Supply Schedule contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The Customer identifies their requirements
- Federal Supply Schedule Contractors may individually meet the customer's need, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.